

17-310

**GENERAL SERVICES TERM CONTRACT
UTILITY BILL PRINTING AND MAILING SERVICES
CONTRACT NO. 0117-2050**

This Parties to this Contract are the City of Daytona Beach, a Florida municipal corporation (the "CITY"), and Northeast II, INC. d/b/a TC Delivers, a Florida Corporation ("CONTRACTOR" or "VENDOR").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Services Provided; Compensation. CONTRACTOR will provide utility bill printing and mailing services as further described in the Scope of Services, attached hereto as Exhibit A.

During an initial **Implementation Phase**, CONTRACTOR will create an Implementation Plan for transitioning service from the CITY's legacy service provider, set up the FTP site required for provision of service, and provide customer training to CITY staff. CONTRACTOR will complete the initial conversion work so that printing services can commence no later than October 22, 2017; however, if CONTRACTOR completes the Implementation Phase, the CITY may agree to commence printing services before that date. CONTRACTOR will perform all Implementation Phase obligations, including those referenced in the Exhibits without charge to CITY.

The **Bill Printing Phase** will not commence until the CITY provides CONTRACTOR notice of commencement, which the CITY will not unreasonably withhold. Once this Phase has commenced, CONTRACTOR will perform the various services referenced in Exhibit A. The CITY will pay CONTRACTOR a flat rate for each bill and insert printed and each mailing provided, at the rates set forth in Exhibit B. The CITY will also be responsible for paying postage at the rates charged by the postal carrier as further described in Exhibit A. CONTRACTOR will be responsible for all costs of printing and mailing, other than postage. CITY will have final approval authority over the layout and format of all bills, inserts, and letters.

Section 2. Reserved.

Section 3. Method of Payment. CONTRACTOR will invoice the CITY not more frequently than once per month, and will include sufficient detail in the invoice to allow the CITY to determine the amount owed. As to reimbursement of postage (where applicable), the invoice will include documentation that CONTRACTOR has incurred such costs. CITY will not be required to pay CONTRACTOR for any invoices, inserts, or mailing that were defective due to CONTRACTOR's error.

All monthly invoices submitted by CONTRACTOR and approved by the CITY will be due and payable within 30 calendar days after such approval. The CITY agrees not to unreasonably withhold its approval of invoices submitted in compliance with the terms of this Contract.

Section 4. Term of Contract. The Effective Date of this Contract will commence on the Effective Date, which will be the date last signed as shown below. The Term of this Contract will commence on October 1, 2017, and end on September 30, 2020. The CITY will have the option to renew for an additional One Year Term, by providing CONTRACTOR written notice. Unless waived by CONTRACTOR, CITY must provide such notice at least 60 days in advance of the expiration of the initial Term.

Section 5. Standard of Performance. CONTRACTOR's services will at a minimum meet the level care and skill ordinarily used by members of CONTRACTOR's profession performing the type of services provided herein within the State of Florida.

Section 6. Relationship between Parties. This Contract does not create an employee-employer relationship between the CITY and CONTRACTOR. CONTRACTOR is an independent contractor of the CITY and will be in control of the means and the method in which the requested work is performed. As an independent contractor, CONTRACTOR will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and CONTRACTOR agrees to indemnify

and hold harmless the CITY from any obligations relating to such taxes. The CITY will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes. CONTRACTOR will also responsible for the performance of CONTRACTOR's sub-contractors.

Section 7. Documents. All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by CONTRACTOR during the term of and in accordance with the provisions of this Contract will be the property of the CITY and delivered to the CITY upon demand or, if no demand has previously been made, upon completion of the particular task for which such materials were prepared, executed, or otherwise required.

Section 8. Public Records. Each purchase order will be deemed to incorporate the following provision in substantially final form regarding Public Records:

(a) To the extent applicable, CONTRACTOR will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

(1) Keeping and maintaining public records that the CITY requires for performance of the service provided herein.

(2) Upon the request of the City Clerk of the CITY, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of the work required by a purchase order, and following such completion if CONTRACTOR fails to transfer such records to the CITY.

(4) Upon completion of the work required by a purchase order, keep and maintain public records required by the CITY to perform the service. CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provide to the CITY upon request from the City Clerk, in a format that is compatible with the CITY's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone)	386 671-8023
(Email)	clerk@codb.us
(Address)	301 S. Ridgewood Avenue Daytona Beach, FL 32114

(b) Nothing herein will be deemed to waive CONTRACTOR's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

Section 9. Effective Date and Term.

The Effective Date of this Contract is the date on which the last Party signs it. The Term of this Contract is 3 years, commencing on October 1, 2017 or the Effective Date, whichever is later. The CITY will have the option to renew this Contract for up to 1 Term of 1 year each, by providing CONTRACTOR written notice at least 60 days before the end of the current Term. However, the CONTRACTOR will not be authorized to exercise this cancellation option during the first 180 days of the Contract.

If this Contract specifically provides that some or all of CONTRACTOR's services will be required only after issuance of a CITY work authorization, any work authorizations previously issued by the CITY will remain in effect after the expiration of this Contract unless the CITY terminates this Contract due to CONTRACTOR's material breach after notifying CONTRACTOR to suspend such services as provided below.

Section 10. Termination of Agreement.

(a) By CITY.

(1) The CITY may by written notice to CONTRACTOR terminate this Contract, in whole or in part, at any time, either for the CITY's convenience or because of the failure of the CONTRACTOR to fulfill its contractual obligations.

A. Before terminating for convenience, CITY must provide CONTRACTOR at least 60 day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

B. Before terminating due to CONTRACTOR's material breach of its contractual obligations, CITY must provide CONTRACTOR prior written notice, specifying the breach and demanding CONTRACTOR remedy the breach within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This Contract will terminate automatically and without need for further notice if CONTRACTOR fails to remedy the material breach within the period described in the CITY's notice of breach.

In either instance described above, upon termination CONTRACTOR will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Contract, whether completed or in process

(2) If the termination is for convenience, CONTRACTOR will be paid compensation for authorized services performed to the date of termination. If termination is due to CONTRACTOR's material breach, the CITY reserves all rights and remedies it may have under law due to such breach. Among other things, the CITY may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the CONTRACTOR will be liable to the CITY for all reasonable additional costs occasioned to the CITY thereby

(3) If after notice of termination for the CONTRACTOR's failure to fulfill contractual obligations it is judicially determined by a court of law that the CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the CITY's convenience. In such event, adjustment in payment to CONTRACTOR will be made as provided in subsection (b) of this Section for a termination for convenience.

(4) The rights and remedies of CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

(b) By CONTRACTOR. CONTRACTOR will have the right to terminate this Contract without cause by providing CITY 60 days' written notice; provided, however, that such notice is given at least 180 days

the Bill Printing Phase has begun. In either instance in which this Contract has been terminated without cause, CITY will pay unto CONTRACTOR all amounts earned and due under the terms hereof as of date of termination.

Section 11. Suspension of Services. If the notice of material breach issued by the CITY pursuant to the preceding Section so directs, CONTRACTOR will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

If CONTRACTOR is providing services under an open purchase order at the time that this Contract expires or terminates for any reason other than CONTRACTOR's material breach, CONTRACTOR will continue to provide such services unless and until the CITY provides CONTRACTOR a notice suspending or terminating such services.

Section 12. Indemnification.

(a) For and in consideration of payment by the CITY of \$10.00, receipt of which is hereby acknowledged, CONTRACTOR will indemnify and hold harmless the CITY, including the CITY's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR, or CONTRACTOR's officers, employees, or agents, including subcontractors and other persons employed or use by CONTRACTOR in the performance of this Contract.

(b) CITY will be responsible for its own negligent, reckless, and intentionally wrongful actions and omissions, including such actions and omissions when committed by CITY's officers, employees, and agents. Nothing herein will be deemed to waive CITY's sovereign immunity, or the limitations, including monetary limitations, on CITY's liability set forth in Florida Statutes Section 768.28.

Section 13. Insurance. CONTRACTOR will provide and maintain at CONTRACTOR's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the CITY's own insurance. In the event any request for the performance of services presents exposures to the CITY not covered by the requirements set forth below, the CITY reserves the right to add insurance requirements that will cover such an exposure.

(a) Coverage and Amounts.

(1) Workers Compensation Insurance as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of CONTRACTOR, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage. If CONTRACTOR wishes to claim an exemption from worker's compensation insurance requirements, CONTRACTOR will notify the Risk Manager in writing on CONTRACTOR's official letterhead.

(2) Liability Insurance, including (i) **Commercial General Liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring CONTRACTOR and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) **Automobile Liability Insurance**, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the CONTRACTOR in the performance of this Contract.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$2,000,000. The Risk Manager for the

CITY may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer will waive its rights of subrogation, if any, against the City on each of the foregoing types of required insurance coverage.

(b) Proof of Insurance. CONTRACTOR will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Contract. CONTRACTOR will not commence work until all proof of such insurance has been filed with and approved by the CITY. CONTRACTOR will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates.

If requested by the CITY, CONTRACTOR will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the CITY.

(c) Cancellation; Replacement Required. CONTRACTOR will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the CITY. If a required policy is canceled without CONTRACTOR's prior knowledge CONTRACTOR will immediately notify the CITY immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The CITY expressly reserves the right or replace the canceled policy at CONTRACTOR's expense if CONTRACTOR fails to do so.

(d) Termination of Insurance. CONTRACTOR may not cancel the insurance required by this Contract until the work is completed, accepted by the CITY and CONTRACTOR has received written notification from the Risk Management Division of the CITY that CONTRACTOR may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the CITY will provide such written notification at the request of CONTRACTOR if the request is made no earlier than two weeks before the work is to be completed.

(e) Liabilities Unaffected. CONTRACTOR's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, CONTRACTOR's liabilities under this Contract will not be limited to the extent of by the existence of any exclusions or limitations in insurance coverages, or by CONTRACTOR's failure to obtain insurance coverage.

CONTRACTOR will not be relieved from responsibility to provide required insurance by any failure of the CITY to demand such coverage, or by CITY's approval of a policy submitted by CONTRACTOR that does not meet the requirements of this Contract.

Section 14. Bonds. No payment or performance bonds are required for this project.

Section 15. Notice. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the CITY:

ATTN: Rebecca DiSanto, Utility Billing Manager
The City of Daytona Beach
301 S. Ridgewood Avenue
Daytona Beach, FL 32114
Email: Disantorebecca@codb.us

To CONTRACTOR:

Jamie Freeman, Vice-President
8879 Boggy Creek Road
Orlando, FL 32824
Email: Jamie.Freeman@tcdelivers.com

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

Section 16. Personnel. CONTRACTOR represents that CONTRACTOR has or will secure at CONTRACTOR's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the CITY.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

The CITY will have the right to approve or reject any subconsultants that CONTRACTOR proposes to use for work assigned in a purchase order.

Section 17. CITY's Responsibilities. The CITY agrees to make available for review and use by the CONTRACTOR, reports, studies, and data relating to the services required. The CITY will establish a project manager to meet periodically with the CONTRACTOR to facilitate coordination and ensure expeditious review of work product.

Section 18. Limitation on Waivers. Neither the CITY's review, approval, or acceptance of, or payment for, any of the services provided by CONTRACTOR, will be construed to operate as a waiver of the CITY's rights under this Contract. CONTRACTOR will be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the CITY to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the CITY at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the CITY's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

Section 19. Dispute Resolution.

If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) Negotiations. A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) Non-Binding Mediation. Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist

with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

Section 20. General Terms and Conditions.

(a) Amendments. Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) Assignments and Subcontracting. No assignment or subcontracting will be permitted without the CITY's written approval.

(c) Compliance with Laws and Regulations. In providing all services pursuant to this Contract, CONTRACTOR will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the CITY to terminate this Contract immediately upon delivery of written notice of termination to the CONTRACTOR.

(d) Truth in Negotiations Certificate. CONTRACTOR hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) No Third Party Beneficiaries. There are no third party beneficiaries of CONTRACTOR's services under this Contract.

(f) Contingency Fee. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) Nondiscrimination. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, CONTRACTOR agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, CONTRACTOR agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) Principles in Construing Contract. This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and

such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

(i) Venue. The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) Litigation Costs. Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) Force Majeure. A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(l) Jury Trial Waived. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) Authority to Bind CONTRACTOR. The undersigned representative of CONTRACTOR represents and warrants that he or she is fully authorized to bind CONTRACTOR to the terms and conditions of this Contract.

(n) Incorporation of RFP and Proposal. The CITY's Request for Proposals 0117-2050, the CONTRACTOR's initial proposal, and the CONTRACTOR's supplemental presentation documentation dated August 11, 2017, are incorporated herein by reference as Composite Exhibit C. Composite Exhibit C is not attached but will remain on file in the Office of the City Clerk. In case of conflicts between the RFP and Proposal, the RFP will govern. In case of conflicts between Composite Exhibit C and other provisions of this Contract, including Exhibits A and B, this Contract will govern.

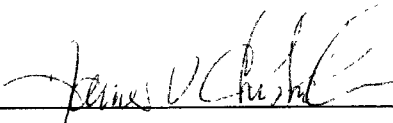
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(o) Integration. This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

THE CITY

CONTRACTOR TC Delivers

By: 
James V. Chisholm, City Manager

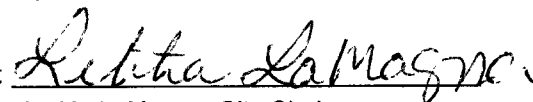
By: 

Printed Name: Jamie Freeman

Title: Vice President

Date: 9-21-17

Date: 09.20.17

Attest: 
Letitia LaMagna, City Clerk

Approved as to legal form:

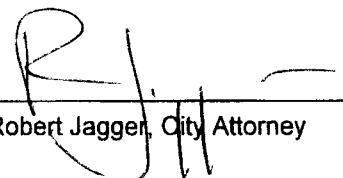
By: 
Robert Jagger, City Attorney

EXHIBIT A: SCOPE OF SERVICES

CONTRACTOR will furnish utility billing materials, supplies, and services, in such quantities as the CITY requires. Time is of the essence in this contract, and failure to deliver as specified within the time period in strict accordance with the specifications below will be considered a default.

1. SPECIFICATIONS. Bills will include the following materials (hereinafter, documents):

a. Number 10 window envelopes preprinted with return address, "The City of Daytona Beach Utility statement enclosed", and the CITY's first class bulk rate permit number. Window envelope must be the type made especially for use in automatic insertion equipment.

b. Number 9 Courtesy Reply window envelopes. Diagonal seam envelope design is preferred. Envelopes will be single windowed. A courtesy reply envelope does not need to be sent/ included with "zero" balance or "autoreply" bill.

c. Twenty-four 24 lb. blank paper with a perforation approximately 3-2/3" (1/3 fold) up from the bottom, for return bill stub. Bottom of sheet must have straight edge. Regular invoice must be printed on white paper. Past due invoices must be printed on pink paper.

d. If the CITY requires inserts from time to time, the type of material used will be as directed.

2. CONTRACTOR's services include the following:

a. Provide and maintain an open communication line, via telephone and/or email between, 9:00 AM and 5:00 PM for receipt of data transmitted by CITY.

b. Provide an open communication line via telephone and/or e-mail so that a contact person for support service and coordination can remain in constant communication with the CITY. In addition, CONTRACTOR may provide a fully-interactive, browser based web portal for the CITY to control and monitor print jobs including: the ability to submit and verify data files, modify print jobs, view and approve print samples prior to printing, place holds on or cancel print jobs, monitor the progress of each print job step, view postage expense reports, view the name and address of each piece of mail within a print job, and submit requests for issue resolutions.

c. Promptly notify CITY upon receipt of ASCII customer billing data and, if insert requests are provided, confirmation of receipt of such request. The CITY will provide CONTRACTOR an email address or other mode of contact for purposes of receiving this notice.

d. Prepare print program for billing format, and if requested by CITY, insert format as designed by the CITY. Variable data of Utility Bill to be printed on side one of twenty-four (24) lb. blank stock with perforation for return bill stub. Side two will contain static utility billing rate information, etc. printed on the reverse side. The CONTRACTOR will print on each bill an optional message provided by the CITY in addition to the variable billing information, if requested. Bill to be folded and inserted along with Number 9 Courtesy Reply window envelope above, into the Number 10 envelope above.

The CITY reserves the right to make modifications to static information printed on side two, by providing CONTRACTOR written notice of same. CONTRACTOR will implement all such modifications no later than 30 days after receipt of such notice.

e. Format the documents referenced above in accordance with the CITY's layout requirements. CONTRACTOR will provide all artwork and typesetting; the CITY will provide basic layout format of utility

bill, static language, and envelopes. The initial layout is illustrated in Attachment 1 of Exhibit A. The City is currently anticipating upgrading its utility billing software during the new contract term, which will require change in bill format, including graphs. CONTRACTOR must be able to accommodate this change as well as work with CITY's merchant services processor to provide PDF files for all bills. CONTRACTOR agrees to reformat the documents as reasonably necessary to accommodate this change. In all instances, printing on envelopes will be in black ink. Printing on bills will be a combination of black and Reflex Blue or other color as acceptable to the CITY.

- f. Provide test printing within two hours of receipt of data.
 - g. Revise bills and related documents upon notification by CITY, if applicable.
 - h. Upon CITY's approval of formatting, print bills and all related documents. Printed documents will be laser quality. The quantities printed under Account Number and Amount Due on the return portion of the program must be printed with OCR Font A. The CONTRACTOR's billing print program must be capable of generating and imprinting U.S. Postal Service Delivery Point bar code requirements, commonly referred to as Intelligent Mail Barcode, in the address block of each bill. Further, CONTRACTOR's billing print program will provide a detailed listing of items contained in the mailing to include nine digit (five digit plus four digit) zip code presort sequence as required by the Domestic Mail Manual (DMM). Any changes required by the US Postal Services will be accommodated and implemented by the CONTRACTOR at no additional cost to the CITY.
 - i. Within 48 hours of being provided billing data and other documents, CONTRACTOR will render and provide exact replicas (copies) of all bills, including static informational data normally printed on paper bills, in the portable document format (PDF) and, if requested by CITY, provide all inserts to the CITY and the CITY's designated Electronic Bill Presentment and Payment (EBPP) Program provider. PDF bill copies will be provided through electronic transfer to the CITY or EBPP through a secure data transmission channel such as: web services, or batched documents through FTP, and will be indexed by customer account.
 - j. Upon request, include optional inserts into the billing envelopes. Inserts will be created from camera-ready electronic files, printed on various paper stocks, with various color processes utilized.
 - k. Seal all finished utility bills, along with any inserts requested to be included with the bill, and sort by zip and carrier route, so as to obtain the least expensive first class postal rate.
 - l. Deliver finished utility bills to the post office on the first business day following receipt of customer billing data; unless CITY is unable to deliver the data to CONTRACTOR by 2:00 PM, in which instance delivery must be made no later than the Post Office's 7:00 PM "permitted mail" mailing deadline on the second business day following receipt. In either instance, delivery must be made no later than the Post Office's 7:00 PM "permitted mail" mailing deadline. CONTRACTOR may use a post office of CONTRACTOR's choice, consistent with these requirements.
 - m. Promptly notify the CITY by email or phone whenever the deadlines in the preceding paragraph are not met; and in such instance, provide a contact person for support service and coordination, who will remain in constant communication with the CITY.
 - n. During the Implementation Phase, test all of the above and provide training to CITY employees.
3. CITY Responsibilities:
- a. CITY will order services/supplies by communication of a work authorization in e-mail by a CITY's Utility Billing Manager or designated billing specialist.
 - b. CITY will deliver customer billing file data to CONTRACTOR in the following mode/media:

- Common file format type such as CSV transmitted via the internet using web services, FTP or similar electronics transference means. The data will flag those customer accounts that are not to receive paper bills so that they can be removed from the printing job.
- c. CITY will promptly inspect test bills for compliance and notify CONTRACTOR whether bills are acceptable.
- d. CITY will include required specifications whenever requiring the inclusion of an insert.

4. Acceptance/Payment:

Approval of sample for compliance with formatting requirements does not constitute acceptance of CONTRACTOR's deliverables for purposes of determining CITY's payment obligations. Authorization of payment will be given only after thorough inspection indicates that the services/supplies delivered meet the specifications, terms, and conditions. Should the services/supplies differ in any respect from the specifications, payment will be withheld until such time as the CONTRACTOR takes necessary corrective action. If the proposed corrective action is not acceptable to the CITY, final acceptance of the services/supplies may be refused, in which case the CITY will not be liable for payment.

**Attachment 1 to Exhibit A: Samples
Utility Bill Printing and Mailing Services**

- 1 Sample of rough draft of utility bill
- 2 Sample of number 9 courtesy reply envelope
- 3 Sample of number 10 mailing envelope



THE CITY OF DAYTONA BEACH

CUSTOMER SERVICE 386-671-8100
301 South Ridgewood Avenue, Room 176
Business Hours are 8:00 a.m. to 4:30 p.m.
Monday through Friday

SHOULD YOU NOT RECEIVE YOUR UTILITY BILL DURING YOUR NORMAL BILLING TIME, PLEASE CONTACT CUSTOMER SERVICE FOR PROPER BILLING INFORMATION. THE FAILURE OF THE CUSTOMER TO RECEIVE A UTILITY BILL DOES NOT REMOVE THE OBLIGATION OF TIMELY PAYMENT NOR THE PENALTIES FOR NONPAYMENT.

METHODS OF PAYMENT INCLUDE THE FOLLOWING:

*IN PERSON AT 301 S RIDGEWOOD AVE BETWEEN THE HOURS OF 8:00AM AND 4:30PM.

*ONLINE: WWW.CODB.US

*BY TELEPHONE: 386-671-8100

*AUTOMATIC FUNDS TRANSFER - THE AMOUNT OF YOUR MONTHLY BILL WILL BE AUTOMATICALLY WITHDRAWN FROM YOUR BANK ACCOUNT 10 DAYS AFTER THE BILLING DATE.

*NIGHT DEPOSITORY: NIGHT DEPOSITORY AT CITY HALL (SOUTH PALMETTO SIDE) IS AVAILABLE FOR AFTER HOURS PAYMENTS. PAYMENTS RECEIVED AFTER 8AM WILL BE APPLIED TO YOUR ACCOUNT THE NEXT BUSINESS DAY.

CHECKS RETURNED TO THE CITY DISHONORED BY A BANK WILL BE ASSESSED A FEE AS ESTABLISHED BY FLORIDA STATUTES CHAPTER 96-239 EFFECTIVE OCTOBER 1996.

A 10% LATE CHARGE WILL BE ADDED TO YOUR CURRENT BILL IF YOUR PAYMENT IS NOT RECEIVED WITHIN 20 DAYS AFTER THE BILLING DATE (POSTMARK UNACCEPTABLE).

UTILITY SERVICES WILL BE DISCONTINUED IF YOUR BILL IS UNPAID 30 DAYS AFTER THE BILLING DATE. BILLS UNPAID BY THE 32ND DAY WILL BE ASSESSED A SERVICE CHARGE OF \$20.00 TO CONTINUE OR RESTORE SERVICE.

HOW TO READ YOUR WATER METER FOR TRACKING WATER USAGE OR POSSIBLE LOSS OF WATER:

A.) READ 6 DIGITS FROM LEFT TO RIGHT (INCLUDING ZEROS).

B.) WRITE THIS NUMBER DOWN.

C.) SUBTRACT THE LAST READING (TAKEN FROM YOUR BILL). THIS IS THE AMOUNT OF WATER USED SINCE YOUR LAST BILL.

D.) IF THE DIAL OR DISPLAY IS MOVING, THIS INDICATES WATER GOING THROUGH YOUR LINES. THIS MAY POSSIBLY BE A FAUCET OPEN OR TOILET RUNNING.

REQUEST FOR MAILING ADDRESS CHANGE

SEND BILL/REFUND IN CARE OF (IF OTHER THAN ACCOUNT HOLDER)

ADDRESS STREET NAME APT OR UNIT NUMBER

CITY STATE ZIP

COUNTRY (IF OTHER THAN USA)

EMAIL ADDRESS PHONE NUMBER

ACCOUNT HOLDER'S SIGNATURE DATE

THE CITY OF DAYTONA BEACH UTILITY BILL

P.O. Box 2455 • Daytona Beach, FL 32115

CUSTOMER COPY

DIRECT INQUIRIES TO:

CUSTOMER SERVICE

(386) 671-8100

GARBAGE & TRASH

(386) 671-8670

AFTER HOURS WATER EMERGENCY

(386) 671-8815

PAY BILL ON-LINE AT <https://pubs.ci.daytona-beach.fl.us>

SERVICE FROM	TO
--------------	----

ACCOUNT	CYCLE	BILLING DATE	CURRENT CHARGES DUE BY:	TOTAL AMOUNT DUE
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CUSTOMER NAME	SERVICE ADDRESS	PAST DUE AMOUNT
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METER NUMBER	METER READS	TOTAL USAGE	ITEMS	AMOUNT
	CURRENT PREVIOUS	IN THOUSANDS		

SEE REVERSE OF THIS STATEMENT FOR BILLING
POLICY AND ADDRESS CHANGE NOTIFICATION.

TOTAL AMOUNT DUE	
-------------------------	--

RETURN BOTTOM PORTION WITH PAYMENT

ACCOUNT	CYCLE
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PLEASE READ THE BACK OF THIS STATEMENT.
10% PENALTY APPLIES AFTER DUE DATE.

THANK YOU FOR YOUR PROMPT PAYMENT.

CURRENT CHARGES DUE BY	
TOTAL AMOUNT DUE	
AMOUNT ENCLOSED	

IMPORTANT NOTICE TO AVOID DISCONNECTION PLEASE PAY:	
PAST DUE AMOUNT \$	BY:

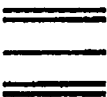
MAKE CHECK PAYABLE TO:

THE CITY OF DAYTONA BEACH
P.O. BOX 2455
DAYTONA BEACH FL 32115-2455



☐
Check if
address
change

FROM:



PLACE
STAMP
HERE



City of Daytona Beach

City of Daytona Beach
RFP 0117-2050: Utility Billing Services
CCRD-2905

APPENDIX 3-1





IMPORTANT

Please do not use staples, paper clips, tape or other methods to attach your check to the payment coupon. Have your:

- Signed your check
- Listed your account number on your check
- Endorsed the bottom portion of bill with our address appearing in the window

Thank You!



City of Daytona Beach
RFP 0117-2050: Utility Billing Services

APPENDIX 3-2

124095

After Five Days Return To
CITY OF DAYTONA BEACH
P.O. BOX 2451
DAYTONA BEACH, FL 32115-2451

City of Daytona Beach
RFP 0117-2050: Utility Billing Services

APPENDIX 4-1

Exhibit B: Fee Schedule
Utility Bill Printing and Mailing Services

DESCRIPTION	UNIT PRICE	UOM
Price per bill printed and mailed, to include all services and supplies, but excluding postage, in conformance with the requirements of the Request for Proposals referenced above	\$ 0.08933	Per Bill
The cost to fold and insert additional inserts	\$ 0.0025	Per Insert

Prices shall be firm for the initial contract term, and it is anticipated that they will remain firm for the entire contract, including renewals. Any request by the Contractor for consideration of a price adjustment may be made to the City of Daytona Beach only at the time of exercising a renewal option. Written documentation justifying increased costs shall be provided at least sixty (60) days prior to the start of the renewal term. Any upward price adjustment approved by the City shall impose upon the Contractor the requirement to extend to the City price reductions when costs similarly decrease.

**EXHIBIT C: Composite
Utility Bill Printing and Mailing Services**

*COMPOSITE EXHIBIT C is not attached but will remain on file in the Office of the City Clerk.
It is comprised of the CITY's RFP and the CONTRACTOR's response including presentation materials.*